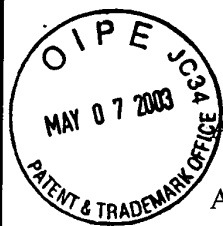


#2
5/15/03



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Iruela-Arispe et al.

Attorney Docket No.: PF453P3

Application No.: 09/989,687

Art Unit: 1653

Filed: November 21, 2001

Examiner: Not yet assigned

Title: METH1 and METH2 Polynucleotides and Polypeptides

**STATEMENT UNDER 37 C.F.R. § 3.73, REVOCATION OF PRIOR
POWERS OF ATTORNEY OR AUTHORIZATIONS OF AGENT, AND
POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents
Washington, D.C. 20231

Sir:

RECEIVED
MAY 08 2003
TECH CENTER 1800/2900

Statement Under 37 C.F.R. § 3.73

Human Genome Sciences, Inc. ("HGS"), organized and existing under the laws of the State of Delaware, having its principal place of business at 9410 Key West Avenue, Rockville, Maryland 20850, states that it is an assignee of record of less than the entire right, title and interest for the above-identified application by virtue of an assignment from inventors Hastings and Ruben, a copy of which is attached. The extent (by percentage) of HGS' ownership is 28.6% (2 of 7 inventors).

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of HGS. The undersigned has reviewed all the documents in the chain of title of the above-captioned application, and, to the best of the undersigned's knowledge and belief, HGS has partial title in the application as described above.

Revocation of Prior Powers of Attorney or Authorizations of Agent

HGS hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

Power of Attorney or Authorization of Agent

HGS hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute

the above-captioned application, including any continuations or divisionals thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-captioned application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF453P3**.

On behalf of Human Genome Sciences, Inc.:

For: Human Genome Sciences, Inc.

Signature: James H.D.

Name: James H. Davis, Ph.D.

Title: Senior Vice President, General Counsel, and Secretary

Date: 5 May 2003

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Gregg A. HASTINGS and Steven M. RUBEN, the undersigned inventors hereby sell and assign to Human Genome Sciences, Inc. (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

☒ for the United States of America (as defined in 35 U.S.C. § 100),

☒ and throughout the world,

(a) in the invention known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 6/26/02 2) _____ (also known as United States Application No. 09/989,687 filed November 21, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE,KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, and James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302, Mark J. Hyman, Registration No. 46,789, Janet M. Martineau, Registration No. 46,903, Lin J. Hymel, Registration No. 45,412 and Michele M. Wales, Registration No. 43,975, of HUMAN GENOME SCIENCES, INC., 9410 Key West Avenue, Rockville, MD 20850, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their name.

Date: 6/26/02 Signature of Inventor: Gregg A. Hastings
Gregg A. HASTINGS

Date: _____ Signature of Inventor: _____
Steven M. RUBEN

SKGF_DC1:15789.1

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Gregg A. HASTINGS and Steven M. RUBEN, the undersigned inventors hereby sell and assign to Human Genome Sciences, Inc. (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) _____ 2) 6/25/01 (also known as United States Application No. 09/989,687 filed November 21, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.


The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE,KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, and James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302, Mark J. Hyman, Registration No. 46,789, Janet M. Martineau, Registration No. 46,903, Lin J. Hymel, Registration No. 45,412 and Michele M. Wales, Registration No. 43,975, of HUMAN GENOME SCIENCES, INC., 9410 Key West Avenue, Rockville, MD 20850, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their name.

| | |
|----------------------|---|
| Date: _____ | Signature of Inventor: _____ |
| | Gregg A. HASTINGS |
| Date: <u>6/25/02</u> | Signature of Inventor:  |
| | Steven M. RUBEN |

SKGF_DC1:15789.1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Iruela-Arispe et al.

Attorney Docket No.: PF453P3

Application No.: 09/989,687

Art Unit: 1653

Filed: November 21, 2001

Examiner: Not yet assigned

Title: METH1 and METH2 Polynucleotides and Polypeptides

**STATEMENT UNDER 37 C.F.R. § 3.73, REVOCATION OF PRIOR
POWERS OF ATTORNEY OR AUTHORIZATIONS OF AGENT, AND
POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents
Washington, D.C. 20231

RECEIVED

MAY 08 2003

Sir:

TECH CENTER 1600/2900

Statement Under 37 C.F.R. § 3.73

SmithKline Beecham Corporation ("SBC"), organized and existing under the laws of the Commonwealth of Pennsylvania, ~~of the State of Delaware~~, having its principal place of business at King of Prussia, Pennsylvania, states that it is an assignee of record of less than the entire right, title and interest for the above-identified application by virtue of an assignment from inventors Jonak, Trulli, Fornwald, and Hastings, a copy of which is attached. The extent (by percentage) of SBC's ownership is 57.1% (4 of 7 inventors).

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of SBC. The undersigned has reviewed all the documents in the chain of title of the above-captioned application, and, to the best of the undersigned's knowledge and belief, SBC has partial title in the application as described above.

Revocation of Prior Powers of Attorney or Authorizations of Agent

SBC hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

Power of Attorney or Authorization of Agent

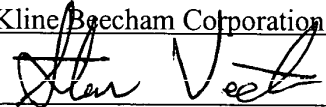
SBC hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute the

above-captioned application, including any continuations or divisionals thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-captioned application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF453P3**.

On behalf of SmithKline Beecham Corporation.:

For: SmithKline Beecham Corporation

Signature: 

Name: Stephen Venetianer

Title: Vice President - Pharmaceuticals

Date: 24 April 03

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Zdenka L. JONAK, Stephen H. TRULLI, James A. FORNWALD and Jonathan A. TERRETT, the undersigned inventors hereby sell and assign to SmithKline Beecham Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 6/26/02 2) 7/10/03 3) 7/18/04 (also known as United States Application No. 09/989,687, filed November 21, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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36,682

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

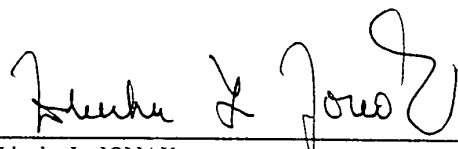
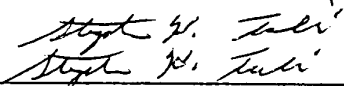

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934 and James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302, Mark J. Hyman, Registration No. 46,789, Janet M. Martineau, Registration No. 46,903, Lin J. Hymel, Registration No. 45,412 and Michele M. Wales, Registration No. 43,975, of HUMAN GENOME SCIENCES, INC., 9410 Key West Avenue, Rockville, MD 20850, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their name.

| | |
|--|---|
| Date: <u>June 26, 2002</u> | Signature of Inventor: <u></u> Zdenka L. JONAK |
| Date: <u>July 15, 2002</u> <u>July 15, 2002</u> | Signature of Inventor: <u></u> Stephen H. TRULLI |
| Date: <u>July 18, 2002</u> | Signature of Inventor: <u></u> James A. FORNWALD |
| Date: _____ | Signature of Inventor: _____ Jonathan A. TERRETT |

SKGF_DC1:15793.1

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Zdenka L. JONAK, Stephen H. TRULLI, James A. FORNWALD and Jonathan A. TERRETT, the undersigned inventors hereby sell and assign to SmithKline Beecham Corporation (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) _____ 2) _____ 3) _____ 4) 8/5/02 (also known as United States Application No. 09/989,687, filed November 21, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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36,612

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict therewith.


The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE,KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934 and James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302; Mark J. Hyman, Registration No. 46,789; Janet M. Martineau, Registration No. 46,903; Lin J. Hymel, Registration No. 45,412 and Michele M. Wales, Registration No. 43,975, of HUMAN GENOME SCIENCES, INC., 9410 Key West Avenue, Rockville, MD 20850, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite their name.

Date: _____ Signature of Inventor: _____
Zdenka L. JONAK

Date: _____ Signature of Inventor: _____
Stephen H. TRULLI

Date: _____ Signature of Inventor: _____
James A. FORNWALD

Date: 5th August 2002 Signature of Inventor: 
Jonathan A. TERRETT

SKGF_DC1:15793.1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Iruela-Arispe et al.

Attorney Docket No.: PF453P3

Application No.: 09/989,687

Art Unit: 1653

Filed: November 21, 2001

Examiner: Not yet assigned

Title: METH1 and METH2 Polynucleotides and Polypeptides

**STATEMENT UNDER 37 C.F.R. § 3.73, REVOCATION OF PRIOR
POWERS OF ATTORNEY OR AUTHORIZATIONS OF AGENT, AND
POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents
Washington, D.C. 20231

Sir:

Statement Under 37 C.F.R. § 3.73

Beth Israel Deaconess Medical Center ("BIDMC"), having its principal place of business at 330 Brookline Avenue, Boston, Massachusetts 02215, states that it is an assignee of record of less than the entire right, title and interest for the above-identified application by virtue of an assignment from inventor Iruela-Arispe, a copy of which is attached. The extent (by percentage) of BIDMC's ownership is 14.3% (1 of 7 inventors).

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of BIDMC. The undersigned has reviewed all the documents in the chain of title of the above-captioned application, and, to the best of the undersigned's knowledge and belief, BIDMC has partial title in the application as described above.

Revocation of Prior Powers of Attorney or Authorizations of Agent

BIDMC hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

Power of Attorney or Authorization of Agent

BIDMC hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute the above-captioned application, including any continuations or divisionals thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

RECEIVED

MAY 08 2003

TECH CENTER 1600/2900

Please change the correspondence address for the above-captioned application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF453P3**.

On behalf of BIDMC:

For: Beth Israel Deaconess Medical Center

Signature: 

Name: Mark Chalek

Title: Chief, Business Ventures, Office of Technology Ventures

Date: 4/25/03

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: Luisa IRUELA-ARISPE, the undersigned inventor hereby sells and assigns to Beth Israel Deaconess Medical Center (the Assignee) her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

☒ for the United States of America (as defined in 35 U.S.C. § 100),

☒ and throughout the world,

(a) in the invention known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 7/11/02 (also known as United States Application No. 09/989,687, filed November 21, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that she has full right to convey the entire interest herein assigned, and that she has not executed, and will not execute, any agreement in conflict therewith.

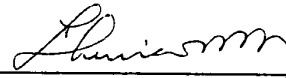
The undersigned inventor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, and James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302, Mark J. Hyman, Registration No. 46,789, Janet M. Martineau, Registration No. 46,903, Lin J. Hymel, Registration No. 45,412 and Michele M. Wales, Registration No. 43,975, of HUMAN GENOME SCIENCES, INC., 9410 Key West Avenue, Rockville, MD 20850, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite her name.

Date:

July 11, 2002

Signature of Inventor:



Luisa IRUELA-ARISPE

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